

PERFORMANCE WORK STATEMENT (PWS)

NATO SPECIAL OPERATIONS EDUCATION, TRAINING, EXERCISES AND EVALUATIONS (ETEE) SUPPORT

1.1 DESCRIPTION OF SERVICES/INTRODUCTION:

The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform support services as defined in this Performance Work Statement except for those items specified as Government furnished property. The Contractor shall perform to the standards in this contract.

1.2 BACKGROUND:

The NSHQ serves as the nexus for the North Atlantic Treaty Organization (NATO) Special Operations Forces (SOF) Transformation Initiative, announced at the Riga, Latvia Summit in 2006. Among the missions assigned to NSHQ are developing, coordinating, and standardizing NATO education and training programs for NATO SOF. The NATO Special Operations Headquarters manages and directs the NATO SOF educational, training, and outreach programs addressing the professional education, training, knowledge, exercise, and readiness requirements of intermediate and senior officers, warrant officers, and senior non-commissioned officers. In addition, the NATO Special Operations School (NSOS) provides educational programs and support to meet the collective educational needs of NATO SOF headquarters elements preparing to deploy as Special Operations Component Commands (SOCC), Special Operations Task Groups (SOTG), the various types of special operations liaison, planning, and coordination elements, and Special Operations Air Commands (SOAC).

NATO's member nations with SOF train, certify, and designate their special operations units as tactically capable for service in NATO military operations. Individual and collective certifications remain the sovereign responsibility of the individual nations. The NSHQ, through NSOS, does not replace those programs, but offers a series of high quality, joint special operations courses not offered anywhere else in the Alliance, based upon requirements identified by the NATO Special Operations Discipline Requirements Authority (RA) and member nations, usually in response to validated operational needs and to build to NATO Minimum Capability Requirements as determined through the NATO Defense Planning Process. This requirement directly supports the NSHQ Commander's priorities and is the foundation of the NSHQ policy related to SOF education, training, and readiness.

In addition to education and training programs, NSHQ develops the full range of special operations doctrine, supports NATO and multi-national exercises with special operations

expertise, and other actions necessary to enhance the readiness of NATO's special operations forces.

1.3 OBJECTIVES:

Accomplish development and execution of courses of the NSOS curriculum for the period of time; build e-learning modules; develop and publish SOF doctrinal manuals, guidelines, and handbooks; support and organize conferences, seminars, workshops, and/or working groups; assist with and provide institutional support; support mobile education requirements; assist with SOCC core training, exercises and evaluations; and develop/maintain simulated scenarios to be used as educational tools. Additionally as required, provide educational and professional advice, develop concepts, and create and publish documents and articles.

1.4 SCOPE:

Services include support to NSOS for resident, distance learning, and regionally delivered courses built on the analysis, design, develop, implement, and evaluate (ADDIE) instructional systems design model. The curriculum support, management, and execution includes: presenting operationally focused instruction covering a diverse array of subjects from training through senior leader education in the appropriate forum with the right strategy and method(s); measuring, evaluating, and assessing learning; assisting with students services and registration, as required; developing exercises; observing and mentoring, students and other instructors; remediating observations and lessons learned back into the curriculum and course materials; and developing and assisting with different types of assessments, evaluations, and certifications. The strategies and methods used for courses shall balance classroom lecture/discussions with active learning elements (e.g. practical exercises, case studies, and scenario based activities). In order to ensure continuity across multi-functional areas within NSHQ - exercises, doctrine development, and support to various types of forums are integrated into the requirement as they serve as natural professional development opportunities to ensure the relevance and credibility of the personnel as well as materials provided for overall readiness. Therefore, contracted support includes: conducting research, developing doctrine, and publishing; scripting, supporting, and mentoring operational exercises; and preparing for, participating in, and facilitating discussions during conferences, seminars, and symposia.

1.5 GENERAL INFORMATION

1.5.5 Security Requirements: Contractor personnel performing work under this contract must have a NATO Secret clearance within 60 days of award in order to have access to NATO computer information systems, access to NATO facilities, and for freedom of movement within

NATO staff agencies. Contractors must maintain the level of security required for the life of the contract. The security requirements are in accordance with the attached DD254.

1.5.5.1 Physical Security: The Contractor shall be responsible for safeguarding all Government equipment, information and property provided for Contractor use. At the close of each work period, Government facilities, equipment, and materials shall be secured.

1.5.5.2 Key/Badge/Pass Control: The Contractor shall establish and implement methods of making sure all keys/key cards/badges/passes/etc. issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include key cards. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control that shall be included in the Quality Control Plan. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the Contracting Officer.

1.5.5.2.1. In the event keys, other than master keys, are lost or duplicated, the Contractor shall, upon direction of the Contracting Officer, re-key or replace the affected lock or locks; however, the Government, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the Government, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the Contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the Government and the total cost deducted from the monthly payment due the Contractor.

1.5.5.2.2. The Contractor shall prohibit the use of Government issued keys/key cards by any persons other than the Contractor's employees. The Contractor shall prohibit the opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the Contracting Officer.

1.5.6 Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The contracting officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the Contractor to review the Contractor's performance. At these meetings the contracting officer shall apprise the Contractor of how the Government views the Contractor's performance and the Contractor shall apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

1.5.7 Contracting Officer Representative (COR): The (COR) shall be identified by separate letter from the Contracting Officer. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract: perform inspections necessary in connection with contract performance: maintain written and oral communications with the Contractor concerning technical aspects of the contract: issue written interpretations of technical requirements, including Government drawings, designs, specifications: monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies; coordinate availability of Government furnished property, and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

1.5.8 Contractor Key Personnel

The Contractor shall not remove or replace any personnel designated as Key without the written concurrence of the NATO COR and GSA CO. Replacement Key Personnel shall hold qualifications equal to or greater than the individual being replaced.

The Contractor shall submit written notification of proposed Key Personnel replacements no later than 14 calendar days prior to departure of the incumbent. This notification shall include the resume of the proposed substitute and shall include justification for the replacement in sufficient detail to permit evaluation of the impact of the change on Task Order performance.

If the Government determines that the proposed substitute personnel is unacceptable, or that the reduction of effort would be so substantial as to impair the successful performance of the work under the Task Order, the substitution will be denied and the Contractor shall propose an alternate candidate.

The following personnel are considered key personnel by the Government:

Program Manager -The Contractor shall provide a Program manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the Contractor when the manager is absent shall be designated in writing to the Contracting Officer.

1.5.9 Identification of Contractor Employees: All contract personnel attending meetings, answering Government telephones, and working in other situations where their Contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by Contractors are suitably marked as Contractor products or that Contractor participation is appropriately disclosed.

1.5.10 Data Rights: The Government has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the Contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

2.0 DEFINITIONS AND ACRONYMS:

2.1. DEFINITIONS:

2.1.1. CONTRACTOR. A supplier or vendor awarded a contract to provide specific supplies or service to the Government. The term used in this contract refers to the prime.

2.1.2. CONTRACTING OFFICER. A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the Government. Note: The only individual who can legally bind the Government.

2.1.3. CONTRACTING OFFICER'S REPRESENTATIVE (COR). An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

2.1.4. DEFECTIVE SERVICE. A service output that does not meet the standard of performance associated with the Performance Work Statement.

2.1.5. DELIVERABLE. Anything that can be physically or electronically delivered, but may include non-manufactured things such as meeting minutes or reports.

2.1.6. KEY PERSONNEL. Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

2.1.7. PHYSICAL SECURITY. Actions that prevent the loss or damage of Government property.

2.1.8. QUALITY ASSURANCE. The Government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

2.1.9. QUALITY ASSURANCE Surveillance Plan (QASP). An organized written document specifying the surveillance methodology to be used for surveillance of Contractor performance.

2.1.10. QUALITY CONTROL. All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

2.1.11. SUBCONTRACTOR. One that enters into a contract with a prime Contractor. The Government does not have private of contract with the subcontractor.

2.1.12. WORK DAY. The number of hours per day the Contractor provides services in accordance with the contract.

2.1.12. WORK WEEK. Monday through Friday, unless specified otherwise.

2.2. ACRONYMS:

ACOR	Alternate Contracting Officer's Representative
AFARS	Army Federal Acquisition Regulation Supplement
AR	Army Regulation
CCE	Contracting Center of Excellence
CD	Course Director (Government manager for each course)
CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
COTR	Contracting Officer's Technical Representative
COTS	Commercial-Off-the-Shelf
DA	Department of the Army

DD250	Department of Defense Form 250 (Receiving Report)
DD254	Department of Defense Contract Security Requirement List
DFARS	Defense Federal Acquisition Regulation Supplement
DMDC	Defense Manpower Data Center
DOD	Department of Defense
FAR	Federal Acquisition Regulation
HIPAA	Health Insurance Portability and Accountability Act of 1996
KO	Contracting Officer
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
PIPO	Phase In/Phase Out
POC	Point of Contact
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
TE	Technical Exhibit

3.0 GOVERNMENT FURNISHED ITEMS AND SERVICES:

3.1. The Government shall provide the following services: assistance to facilitate processing badges/passess for NSHQ facilities access, SHAPE and Chièvres base access and NSHQ network accounts for applicable NSHQ unclassified and classified networks (i.e. NUN and BICES networks). Access includes requisite privileges to NSHQ file libraries, SharePoint folders and sites along with additional applicable tools needed to support the program while on site and from remote locations. Travel to countries and/or facilities outside Belgium shall be coordinated by NSHQ and includes appropriate access to foreign facilities as required. If Contractor personnel are required to deploy or travel to potentially hazardous forward deployed areas of operation, NSHQ shall provide Contractor personnel with appropriate protection equipment.

3.2 Facilities/Equipment: At the primary places of on-site performance, the Government shall provide, or permit access to, facilities, desks, workspace computers, landline telephones, scanners and fax machines, printers, audiovisual equipment, video teleconferencing equipment and the internal NSHQ networks, including in conference rooms, classrooms and auditoriums. If it is in the best interest of the Government, NSHQ may support the installation of the BICES Network connection at the Contractor's primary facility. The customer shall coordinate, as

allowed by current regulations and guidelines, for use of base facilities (i.e. US Commissary and PX) at Chièvres AB, and/or SHAPE, and when deployed.

3.3 Utilities: All utilities in the facility shall be available for the Contractor's use in performance of tasks outlined in this PWS. The Contractor shall instruct employees in utilities conservation practices. The Contractor shall be responsible for operating under conditions that preclude the waste of utilities, which include turning off the water faucets or valves after using the required amount to accomplish cleaning vehicles and equipment.

3.4 Materials: The Government shall provide administrative supplies for personnel working on-site at Chièvres AB, at SHAPE, and deployed locations. The Government shall also provide, when required, the NATO doctrine, SOPs, regulations, manuals, handbooks, and other NATO materials associated with or applicable to the assigned tasks. All data or information transferred to the Contractor during performance shall remain property of the Government and shall be destroyed or returned to the Government COR or GSA ITM/COTR upon request or at the end of the performance period. All data shall be destroyed or returned to Government, as instructed by the COR and/or GSA ITM/COTR.

3.5 Documentation: The Government shall provide NATO travel orders to ensure that contract personnel have access to facilities, as required, and to support various countries travel regulations and laws regarding NATO contract personnel working in foreign countries. To support the customer and for U.S. federal regulations, the Contractor shall obtain and maintain certain TAA and export licenses (details covered in the parts below). NATO Special Operations Headquarters shall provide the necessary signatures as the supported agency for the Contractor's licenses and agreements.

4.0 ADMINISTRATIVE CONSIDERATIONS

4.1 GOVERNMENT POINTS OF CONTACT

Matthew McGinn (Director, NSHQ Program Management)

MATTHEW MCGINN

CIV, USA

Director PMO

NATO Special Operations Headquarters (NSHQ)

COMM [+32 \(0\)65 44 5351](tel:+322065445351)

DSN [314 423 5351](tel:+3144235351)

BICES 207118

Matthew.McGinn@nshq.nato.int

Greg Ulsh (NSHQ Program Analyst)

NATO ETEE Support
ID03180022

Program Management Office
NATO Special Operations Headquarters
Office: [+32 65 44 55 92](tel:+3265445592)
DSN: 423-5592
Mobile: (b) (6)
BICES IP Phone: 207676
gregory.ulsh@NSHQ.NATO.INT
gregory.ulsh@SOF.BICES.ORG

4.1.1 GSA POINTS OF CONTACT

GSA CONTRACTING OFFICER

Alex Garcia
GSA FAS, Mid-Atlantic Region
General Services Administration (GSA)
Federal Acquisition Service (FAS)
The Dow Building - 3rd Floor
100 S. Independence Mall West
Philadelphia, PA 19106
Office: 215-446-58XX
Email: Alexander.Garcia@gsa.gov

GSA CONTRACT SPECIALIST

Thomas McCarthy
GSA Federal Acquisition Service (3QSBC)
The Dow Building / 100 S Independence Mall West
Philadelphia, PA 19106 Phone: 215-446-5868
Fax: 215-446-5156
Email: thomas.mccarthy@gsa.gov

GSA PROJECT MANAGER/CONTRACTING OFFICER'S REPRESENTATIVE (COR)

Shail Shah
GSA FAS, Mid-Atlantic Region
General Services Administration (GSA)
Federal Acquisition Service (FAS)
The Dow Building - 3rd Floor
100 S. Independence Mall West
Philadelphia, PA 19106
Office: 215-446-5858
Email: Shail.Shah@gsa.gov

4.1.2 CLIENT POINT(S) OF CONTACT

Director, NSHQ Education

4.2 ORDER TYPE

This is a **Time and Material (T&M)** type contract. It is anticipated that this task order will be incrementally funded.

4.3 PERIOD OF PERFORMANCE

The period of performance shall be for one (1) Base Year of 12 months and four (4) 12-month option years. The option exercise is the unilateral right of the Government to execute.

In accordance with FAR Clause 52.217-9, "Option to Extend the Term of the Contract," the following applies:

- 1) The Government may extend the term of this task order by written notice to the Contractor within 30 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 45 days before the task order expires. The preliminary notice does not commit the Government to an extension.
- 2) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- 3) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

4.3.1 CLIN Structure

Within the Contract Line Items (CLINs) in this Schedule, the 'x' in the Item x001 signifies the Period of Performance, where:

- 0 = Base Period
- 1 = Option Period One
- 2 = Option Period Two
- 3 = Option Period Three
- 4 = Option Period Four

[For example, 2003 is Item x003 in Option Period Two]

4.4 PLACE OF PERFORMANCE

The primary place of performance shall take place at the Contractor site in their CONUS location.

TDY to various Government sites (i.e. Chièvres AB, Belgium and Supreme Headquarters Allied Powers Europe (SHAPE) in Mons, Belgium, and Foreign Military Sites will be authorized as required. Actual sites may vary during the course of this task order as necessary to meet mission needs.

All OCONUS performance may be on a Temporary Duty (TDY) basis.

The Government does not require the contractor to have an administrative office in Belgium. No contractor personnel are required to reside in Belgium. Contractors will not be granted status under the NATO SOFA.

4.4 WORK HOURS

- a. **FTE (Full-time Equivalent)** - An FTE is defined as working 40 hours per week, 160 hours per month, 1880 hours per year, core hours are between 8:30 AM to 5:30 PM local time, Monday through Friday excluding federal and NSHQ designated holidays or site closures. 8 hours per day, 5 days a week, 52 weeks a year.
- b. **Out of Hours Work / Overtime** - The contractor may be required to work outside these hours to satisfy government requirements for a variety of situations, including emergencies, training exercises, testing, or other mission priorities. It is expected that the contractor, based on its corporate policy, will compensate its staff through offset/credit hours or other measure, for hours worked outside the normal duty time. When the overtime requirement exceeds the standard 80 hours in a billing period, prior authorization by NSHQ COR is required. Authorized overtime for these events will be paid on a T&M Cost reimbursement basis. Deviations to these stipulations, as well as deviations to the normal work day schedule, must be authorized in advance by the NSHQ COR or their designee.
- c. **Contractor Responsibility for Accurate Invoicing** – The contractor shall be responsible for ensuring that each monthly invoice is accurate and includes all required adjustments to the labor rates based on the adjustment provisions provided above. Personnel required to travel on what is normally a non-duty day for the supported region may be compensated for no more than 8 hours of travel time for that travel day. The Travel Policy and its regional addenda may specify the amount of allowable travel hours for the location visited. The NSHQ COR may modify the work schedule to ensure the Government's ability to continue to execute its mission.

4.5 TRAVEL – CONUS AND OCONUS

Travel to other Government facilities, various CONUS AND OCONUS locations may be required as needed. All travel requirements (including plans, agendas, itinerary, and dates) shall be pre-approved by the Government TPOC (subject to local policy procedures). Travel is undertaken on a strictly cost reimbursable basis. Costs for travel shall be billed in accordance with the regulatory implementation of Public Law 99-234 and FAR 31.205-46 Travel Costs.

Costs for transportation shall be based upon mileage rates, actual costs incurred, or a combination thereof, provided the method used results in a reasonable charge. Travel costs shall be considered reasonable and allowable only to the extent that they do not exceed the maximum per diem rates in effect at the time of the travel. The Joint Travel Regulations (JTR), while not wholly applicable to Contractors, shall provide the basis for the determination as to whether travel costs are reasonable. Maximum use is to be made of the lowest available customary standard coach or equivalent airfare accommodations available during normal business hours. All necessary travel meeting the above criteria shall be approved at least 14 days in advance by the TPOC.

Using Government funds to pay for premium-class travel (first and business) is strictly forbidden. Exceptions for the use of premium-class travel must only be granted in accordance with the JTR and approved in writing by the TPOC at least 14 days prior to travel.

The Contractor at all times shall maintain a “Trip Travel Approval Log” as designated in Attachment B and shall submit a reoccurring copy with their Monthly Status Report.

The Government will pre-determine the contract's travel pricing and place a Not to Exceed amount for the travel for base year and each option year.

4.6 NON-TRAVEL OTHER DIRECT COSTS (ODC's)

The Government may require the Contractor to purchase hardware, software, and associated supplies critical and related to the services being provided under the PWS. This also includes reproduction and shipping expenses associated with training activities and visits to Contractor facilities. It could also entail renting of suitable training venues. Such requirements shall be identified at the time the Task Order is issued or may be identified during the course of the task order by the Government or the Contractor.

The Government will pre-determine the contract's ODC pricing and place a Not to Exceed amount for the travel for base year and each option year.

Non-Travel ODC items having a total procurement cost over \$5,000 shall have the written approval of the Client Representative/Technical Point of Contact (TPOC) and the GSA Contracting Officer prior to purchase.

If the Contractor initiates the purchase, and has an approved purchasing system, the Contractor shall submit a Request to Initiate Purchase form (RIP) to the Client Representative/TPOC and the GSA COR. If the Contractor does not have an approved purchasing system, the Contractor shall submit Consent to Purchase form (CTP) to the GSA CO and COR. The RIP or CTP document shall include the purpose, specific items, estimated cost, cost comparison, and rationale for purchase. The Contractor shall not make any purchases without an RIP that has been approved by the Client TPOC, GSA COR, and GSA CO. The anticipated time frame for approvals is 3 to 5 business days.

Federal contracting laws and regulations apply to all Contractor open market purchases of materials and equipment under this task order. Prices must be determined fair and reasonable from competitive sources and are subject to Government audit. The Contractor shall maintain records for all ODC purchases documenting competitive sourcing, or the rationale for single-source procurement if necessary, in strict compliance with the competition requirements set forth in the Federal Acquisition Regulation (FAR), and shall provide copies of all such documentation upon the Government's request to verify compliance. The Contractor shall only be permitted to apply indirect rates to ODC purchases after award if such application is consistent with the successful price proposal and DCAA recommendations. No profit or fee shall be allowed on ODC costs.

All ODC items purchased by the Contractor for the use or ownership of the Federal Government shall become property of the Federal Government. If the Contractor acquires hardware or software maintenance support, all licenses and/or contractual rights to receive title shall be turned over to the Government upon completion of the task order. The Government's liability to reimburse the Contractor for costs incurred from the acquisition of hardware/software maintenance support shall be limited to costs incurred during the period of the order for which the Government received the items acquired.

4.6.1 TRAVEL REPORTS

The Contractor shall submit an approved Travel Report to the TPOC within seven (7) days after returning from travel.

The following information shall be included in each Travel Report:

- 1) Name of traveler(s)

- 2) Purpose of the trip
- 3) Destination
- 4) Costs incurred
- 5) Dates traveled
- 6) Organizations/ persons contacted
- 7) Discussion of the results of the trip, including findings by unit and corrective action taken and/or needed

4.7 PURCHASING

The Government may require the Contractor to purchase incidental items such as but not limited to software, printing brochures/pamphlets and other ancillary components or kits that are necessary for a total task order solution. ODCs procured under the task order shall be integral and necessary to performance in accordance with Section B.3 of the OASIS Contract. General-purpose items required for the conduct of the Contractor's normal business operations will not be considered allowable ODCs in the performance of work.

All purchases shall be approved by the NSHQ COR and the GSA CO, consistent with DoD and NATO Acquisition Policies for any incidental purchases. The Contractor shall not make any purchases without prior written approval of the NSHQ COR and GSA CO (Email will suffice).

The Contractor shall maintain property accountability records and sub-hand receipts of all contractor-purchased equipment or Government-provided equipment used in its daily communications and network operations. Copies of all purchasing invoices for items procured under this task order shall be submitted as backup documentation along with the monthly invoice. The Contractor shall provide itemized data to support all ODC purchases with appropriate back up information as part of obtaining purchase approval from the Government.

Federal contracting laws and regulations apply to all Contractor open market purchases of materials under this task order. Prices must be determined fair and reasonable from competitive sources and are subject to Government audit. The Contractor shall maintain records documenting competitive sourcing, in strict compliance with the competition requirements set forth in the Federal Acquisition Regulation (FAR), for all material and ODC purchases. The Contractor shall provide copies of all such documentation upon request from the Government to verify that the Contractor complied with the competition requirements set forth in the FAR.

5.0 SPECIFIC TASKS:

5.1.1. PROJECT MANAGEMENT SERVICES:

Services in this category include, but are not limited to, those required to oversee Contractor and subcontractor personnel; assigning projects and support through timely completion, within resources allocated, and conforming to the NSHQ stated requirements outlined in the PWS and project list and monitored through the Monthly Status Report (MSR) and Program Management Plan (PgMP). The Contractor and appropriate NSHQ project officers shall collaborate as required to develop the plan for the project for approval by the COR. Project positions shall be manned with appropriately trained and qualified individuals. The Contractor shall provide on-site liaison as directed/approved by the COR.

5.1.2. ADMINISTRATIVE SERVICES:

Administrative services include, but are not limited to, maintaining employee records (e.g., security clearances and qualifications); assisting NSHQ with its learning management systems (LMS); registering students; tracking enrolments and student disposition; maintaining associated databases; conference, symposia, and other event planning, coordination, preparation, and execution (e.g. participant registration, correspondence, supporting documentation development, scheduling; doctrinal document development and production; and knowledge management and technical support required to sustain training and sites and related tools).

5.1.3. EDUCATION AND TRAINING SERVICES:

Services in this category include, but are not limited to, providing SOF and SOF-related subject matter expertise required to enhance NSHQ regarding matters related to education, academic institution support and development, professional development, research, doctrine development, training, exercises and evaluations, SOF development, determining capability requirements, organizational assessments, lessons learned, and support to concept development.

5.2. PROVIDE PROGRAM MANAGEMENT:

The Contractor is responsible for: the manning, organization, and leadership of a team that works both on and off-site; collaborating with their Headquarters' points of contact; and leveraging technology to aid collaborating and delivering the required products outlined for each task below, and in the project list required for the year. The Contractor is responsible for developing and providing cost estimates for the projects, tasks, and program as well as monitoring expenditures based on an agreed upon annual budget and providing an estimated status of expenditures (e.g. for a course) when requested; monitoring revisions to account for directed changes or additional requirements when submitted as appropriate or requested. Virtual meetings or teleconferences shall be scheduled and held as required between the Contractor, COR and NSHQ PMO, and other appropriate personnel to discuss support/project status, forecasts, requirements, travel, issues, and any other topics related to effective

management and administration of the task order. Additionally, the Contractor is responsible for: maintaining a requisite knowledge base and processes for effective project management and to maximize efficiency; quality assurance of products; travel management and coordination; export control requirements; obtaining and maintaining individual security clearances, and the following:

5.2.1. TECHNICAL ASSISTANCE AGREEMENT (TAA):

The Contractor shall obtain a Technical Assistance Agreement, Export license or other agreement consistent with US export policies to allow use and presentation of NATO secret materials to Alliance members, partner nations, and to other nations when required.

5.2.3. PROGRAM MANAGEMENT PLAN (PGMP):

The Contractor shall develop and provide a PgMP that shows estimated timelines for completion of each project, intermediate milestones that capture quantifiable measures of performance, and progress towards task/sub-task completion in accordance with the project list. The PgMP shall be updated and provided to the NSHQ PMO and CR whenever the project list changes.

5.3 SUPPORT THE NATO SPECIAL OPERATIONS SCHOOL (NSOS):

The Contractor shall provide an international team of high quality curriculum developers and instructors, preferably from NATO and NATO Partner Nations. Individuals shall have experience and the qualifications for instructing in an adult learning environment as well as recent professional military expertise in their respective fields related to the courses they support. The team shall include both senior personnel with operational SOF experience and members practiced with various aspects of educating and creating curriculum. The team shall be composed of personnel with academic teaching experience supporting SOF and multi-functional expertise in various readiness requirements along with appropriate background in special operations, NATO operations, and joint operations. The Contractor shall also remain current and relevant to the support required at each of the levels of NATO peacetime, crisis, war, strategy, and civil-military matters. The Contractor shall utilize accepted academic and educational practices required for adult learning and English as a second language (ESL) students; administer lessons/courses as required using different methods and strategies (e.g. lectures, PEs, scenario based activities (SBAs), syndicate work/discussions, etc.). Contractors shall remain current on emerging doctrine, adult education methods, and educational standards. Contractor shall develop all courses based on current and evolving NATO and Special Operations doctrine, approved pre-doctrinal material, and standard operating procedures in conjunction with technical information, history, and theory as applicable, to be produced at the appropriate security classification level. Contractors shall ensure that lessons identified from recent operations are included in the curricula. If it is determined that additional courses,

lessons, or modules are needed, the Contractor may be required to collaborate, modify, and optimize available resources to meet validated NATO SOF education and training requirements. This may include Contractors deploying to operational theatres to liaise with military staffs, gain current operational atmospherics, and/or conduct in-theatre NSOS courses. The Contractor shall support all course and/or curriculum design/development through attendance and participation at NATO symposia, conferences, seminars, and/or other professional development opportunities as directed by the COR to support emerging requirements.

5.3.1 Develop NATO SOF Courses and Training Events:

The Contractor shall assist NSHQ with analysis, design, development, implementation, evaluation, assessing/assessments, coordination, modifying (updates, revisions, and changes), peer reviewing, editing, and overall management of curriculum and courses. The Contractor shall provide curriculum design and development of content with special operations or appropriate subject matter expertise, and technical personnel with the background to develop, implement, and maintain curriculum materials. Historically, there have been at least two (2) new courses created each year. Therefore, the Government anticipates similar future requirements for the performance of this task. The requirement for a new course should stem from a formal Special Operations Discipline Training Needs Analysis, which sets the foundation for a course built on the analysis, design, develop, implement, and evaluate (ADDIE) instructional systems design model. In some cases, the requirement to develop a Special Operations course or training event may also stem from a requirement from outside the defined NATO discipline (i.e. aggregated national requirements in support of SOF capability development or capacity building). The Contractor shall submit a course development plan based on current NATO and NSOS education and training policies and procedures for approval. The entire process shall be coordinated with the Education Directorate and the respective course director with Government approval milestones at each point in the ADDIE cycle. Support for this task also includes, but is not limited to, providing research and development to support the production of new NATO SOF course material. Although course development shall vary depending on scope of the course, the intent is that a course shall be developed and a pilot course delivered within twelve (12) months of the start of development. In some cases, urgent operational needs shall require a compressed development timeline.

The Contractor shall work with the NSHQ Course Director and/or OPR to electronically deliver all curriculum materials including applicable NATO standard (e.g. Bi-SC) Course Control Documentation (CCD) to include the program of instruction (POI); Instructor manual (IM) containing instructor guides for each lesson that include a lesson plan, teaching plan, notes for substitute instructors (also embedded in presentation notes), and the required information for executing and assessing the lesson. This includes the following: Student manuals (SM), lesson presentations, applicable books or references and student assessments. In case of courses supported by subcontractors, the Contractor shall undertake the commitment to establish a

procedure to deliver curriculum materials in coordination with the respective Course Director and/or OPR. Curriculum materials shall include, but are not limited to: Student manuals (SM), lesson presentations, applicable books or references and student assessments.

Additionally, the Contractor is required, when directed, to assist with maintaining and/or modifying the fictitious armed conflict plans and scenarios that are used as an education tool for numerous courses.

The Contractor shall assist in the development of a Distributed Learning Program on an as needed basis. The Contractor shall develop and modify web-based/e-learning curricula, surveys, and assist with administration and required support for NSHQ e-learning sites and tools. E-learning curricula shall be developed, when possible, and supported by the course design, using a “blended” educational model that ensures students shall participate in resident courses as a natural extension of the web curricula. The Contractor shall assist with expanding the capabilities of the Learning Management System (LMS) ensuring a wide variety of tools and methods are used when building e-learning modules. When Advanced Distributed Learning (ADL) modules are developed, they shall be Sharable Content Object Reference Model (SCORM) compliant, interactive in nature, and able to be stored on the NSHQ website or LMS. The Contractor may be required to maintain updated software and licenses required to develop ADLs.

The Contractor shall support the accreditation process of e-learning curricula as required. The Contractor shall provide administrative, technical, and content support for the e-learning tools as required; work with the J6/KM, or their designated representative, to facilitate integration of the e-learning tools into the Headquarters’ portal if required.

The Contractor shall provide technical advice and solutions to online, networked, and mobile devices (i.e. Tablets) that enhance education, training, and readiness and support the integration of tools and applications into NSOS courses.

5.3.2 Deliver and manage NATO SOF Courses and Training Events:

The Contractor shall provide course instruction. This includes resident, distance learning, and regionally delivered courses built on the analysis, design, develop, implement, and evaluate (ADDIE) instructional systems design model. Instructors shall be qualified and operationally-credible in course material with experience in adult education, facilitation, and leading seminars to support the execution of courses. The Contractor shall present operationally focused instruction covering a diverse array of subjects from SOF skills training (e.g. tactical) through senior leader education (strategic) in the appropriate forum using industry-standard strategy and methods. The Contractor shall work with NSHQ to validate all curricula, course content and

e-Learning on an annual basis and support the accreditation process of course curricula as required.

Instructor personnel may be required to support general discussion forums on the NSHQ Learning Management System (currently ILIAS, https://www.ilias.de/docu/goto_docu_cat_580.html), assist with case studies, and direct/support student research projects.

During the execution of the course, Contractor faculty members shall participate in and help record the daily after action discussion and weekly student wrap-ups to capture/consolidate feedback. The Contractor may, as required, support post-course activities outlined in applicable NSOS Quality Management documentation. The Contractor shall assist in the management of a course Continuous Improvement Program (CIP). The Contractor shall provide all course materials conforming to the NATO doctrine and standardization in NSHQ approved formats at least three weeks before the start of the course (i.e. course scenario updates, instructor manual, student manual, slide presentations, handbooks, and references). See section PWS 6.0 for more information pertaining to support requirements and deliverables.

All support material is to be electronically delivered to the Course Director no later than three weeks prior to the first course of the academic year. Curriculum material must be in electronic format consistent with NSOS templates. The Contractor shall provide support to the CD and NSHQ instructors to facilitate instructional transitions.

The details of these courses are attached with this PWS in the NATO Special Operations School – Attachment A – NATO SOS September 2017 Course Catalogue.

5.3.2.1 RESOLUTE SUPPORT Mission (RSM) SOF Pre-Deployment Training: The Contractor shall provide support for up to four course iterations as determined by downrange requirements; courses are ten days in length. These are normally conducted on Chievres Airbase, Belgium, but expect at least one course to be taught in Afghanistan. The Contractor shall be ready to support the CD with travel into theatre as required for situational awareness/understanding to maintain course requirements and to support Kirkpatrick level III/IV assessments. See more information on the Kirkpatrick model here: <https://www.isixsigma.com/dictionary/kirkpatrick-four-levels-evaluation-model/>

The Contractor shall maintain situational understanding of the Afghan current events, political issues, and the threat environment through open source media (i.e. news outlets, journals, articles, and new political history books) to ensure instructors remain current and relevant.

- 5.3.2.2 SOCC Staff Course: The Contractor shall provide support for four resident course iterations per year, and one offsite via Mobile Education Team (MET) in a host nation facility; courses are five days in length.
- 5.3.2.3 SOCC Planning Course: The Contractor shall provide support for four resident course iterations per year, and one offsite via Mobile Education Team (MET) in a host nation facility ; courses are nine days in length.
- 5.3.2.4 SOCC Joint Operations Centre (JOC) Course (NOTE: the SOCC JOC and SOAC Air Operations Centre (AOC) courses are linked together): The Contractor shall provide support for three resident course iterations per year; courses are eight days in length.
- 5.3.2.5 SOAC AOC Course (NOTE: the SOCC JOC and SOAC AOC courses are linked together): The Contractor shall provide support for three resident course iterations per year; courses are eight days in length.
- 5.3.2.6 Special Operations Forces Evaluation (SOFEVAL) Course: The Contractor shall provide support for up to three course iterations per year; courses are five days in length.
- 5.3.2.7 NATO SOF Professional Development Seminar Series: The Contractor shall provide up to four Seminars per year, focused on emerging NATO SOF issues such as NATO SOF counter-terrorism implications, NATO SOF legal issues, etc. Seminars can be are 3-5 days in length.
- 5.3.2.8 Counter Hybrid Threats Course: The Contractor shall provide three course iterations per year; courses are eight days in length.
- 5.3.2.9 Counter Hybrid Threat Seminar Series: The Contractor shall provide four Seminars per year, three national-level Seminars and one regional Seminar focused on Countering Hybrid Threats. Seminars are 3-5 days in length.
- 5.3.2.10 Counter-Terrorism Seminar Series: The Contractor shall provide four Seminars per year, three national-level Seminars and one regional Seminar focused on Countering Hybrid Threats. Seminars are 3-5 days in length.
- 5.3.2.11 NATO SOF Intelligence Course: The Contractor shall provide three resident course iterations per year; courses are ten days in length. NOTE: This course shall have a one-week unclassified module designed to meet the NATO Partner and mobile education requirements.
- 5.3.2.12 SOCC ISR Operations Course: (NOTE: the SOCC ISR Ops and NATO SOF Intel Collections courses are linked together): The Contractor shall provide support for two resident course iterations per year; courses are eight days in length.
- 5.3.2.13 NATO SOF Intelligence Collections Course: (NOTE: the SOCC ISR Ops and NATO SOF Intel Collections courses are linked together): The Contractor shall provide support for two resident course iterations per year; courses are eight days in length.
- 5.3.2.14 Human Network Analysis Course (TNAC): The Contractor shall provide support for three resident course iterations per year; courses are ten days in length.
- 5.3.2.15 Technical Exploitation Operations (TEO) Course: The Contractor shall provide educational expertise to support to one course per year; courses are ten days in length.

The Contractor shall also be ready to develop a training support package to enable course delivery and adoption by other NATO or national training institutions.

- 5.3.2.16 Technical Exploitation Operations Program Coordinator (TEOPC) Course: The Contractor shall provide educational expertise to support up to two course iterations per year; courses are ten days in length.
- 5.3.2.17 Cellular Exploitation Course (CEC): The Contractor shall provide support for two resident course iterations per year; courses are ten days in length.
- 5.3.2.18 Digital Media Exploitation Course (DMX): The Contractor shall provide support for up to two resident course iterations per year; courses are ten days in length.
- 5.3.2.19 Drone Exploitation Course: The Contractor shall provide support for up to two resident course iterations per year; courses are five days in length.
- 5.3.2.20 Digital Force Protection Course: The Contractor shall provide support for up to four resident course iterations per year; courses are five days in length.
- 5.3.2.21 Exploitation Analysis Centre (EAC) Course: The Contractor shall provide support for one course iteration per year; course is ten days in length. The Contractor shall support the CD with the procurement, safe storage, material management, accountability, and expenditure supplies required to maintain and deploy the lab and associated equipment. This course directly supports sustainment of the SOCC EAC capability.
- 5.3.2.22 NATO SOF Instructor Training - Presentation and Briefing (NSIT-PB): The Contractor shall provide support for two resident course iterations per year; courses are five days in length. This course supports the NSOS Faculty Development Program.
- 5.3.2.23 NATO SOF Instructor Training – Small Group Facilitation (NSIT-SGF): The Contractor shall support for two resident course iterations per year; courses are five days in length. This course supports the NSOS Faculty Development Program.
- 5.3.2.24 Special Operations Air Planning Course (SOAPC): The Contractor shall provide support for two course iterations per year; courses are eight days in length.
- 5.3.2.25 Special Operations Air Mission Commander (SOAMC) Course: The Contractor shall provide support for two course iterations per year; courses are nine days in length.
- 5.3.2.26 Special Operations Air Task Group Course (SOATGC): The Contractor shall provide support for two course iterations per year; course is five days in length.
- 5.3.2.27 NSHQ SOF Air Challenge: The Contractor shall provide a minimum of two subject matter experts (i.e. Fixed-, rotary-wing, or Air/Land integration) for two iterations of the SOF Air Challenge; events are eight days in length.

5.3.3 Provide Student Management (administration, enrolment, tracking, assessments):

Administrative services include, but are not limited to: assisting NSHQ with its learning management systems (LMS); registering students; tracking enrolments and student disposition; providing timely course announcements in accordance with NSOS procedures; scheduling

resident and guest instructors; coordinating travel and support for outside instructors; tracking enrolments and student disposition; maintaining associated databases; knowledge management and technical support required to sustain training sites and related tools; implement methods to measure, evaluate, and assess learning.

Course assessments shall follow the Kirkpatrick model and using a 10-point (1-10) Likert Scale when appropriate. Pre-course surveys shall capture at a minimum, a baseline level of content understanding. Post-course surveys shall provide students with the opportunity to assess course and instructor effectiveness. Survey templates shall be submitted to the Education Director for review, dissemination, and approval. The Contractor shall remediate observations and lessons learned back into the curriculum and course materials as directed by NSOS Dean of Academics.

5.3.4 Assist with NSOS Institutional Support (Global Programming, Quality Management System, and Faculty Development).

The Contractor shall assist NSOS with NATO Global Programming responsibilities in their duties as the de-facto Department Head of the Special Operations Discipline as described in NATO BiSCD 75-2 and 75-7. The Contractor may be asked to attend working groups, meetings, and other directed events that support NATO Global Programming efforts.

The Contractor shall support NSOS institutional development. The contract shall support the development of long range vision, strategy, plans and evolution of NSOS. The Contractor shall attend working groups, meetings, and other directed events that support the planning and development of NSOS as a world-class education and training institution.

The Contractor shall assist with the development and management of the NSOS Quality Management System. The Contractor shall support the development and maintenance of quality improvement processes and references to help NSHQ assess the quality and value of education being provided by NSOS. Assessments shall be based on the Kirkpatrick four-level model for education and training effectiveness and is incorporated into the evaluation phase of the ISD process for courses and for associated events (e.g. symposia, seminars, etc.) as required. The Contractor shall support the development and maintenance of a plan that ties quality improvement with faculty development, required publications, procedures, policies, and associated documents covering quality improvement and education. Best practices, lessons learned, and industry standard education related theories shall be included in all references developed. Additional quality improvement support includes subject matter expertise, curriculum advice, assessments for courses and associated events, and reports (e.g. Annual Curriculum Review and Annual Discipline Conference) which may be incorporated appropriately into various tasks as part of the process rather than as stand-alone support for this task thus

ensuring quality is maintained throughout training and education tasks, projects, and support operations.

The Contractor shall assist in development and conduct of the NSOS Faculty Development Program. The program shall include developing standards, milestones, tracking, and feedback for faculty and staff development. The program should include sharing best practices and assist with reaching milestones. The program shall also include revising and improving the periodic feedback system for instructors and their lessons designed to continually improve all faculty (instructor) personnel. The courses under this task include NATO SOF Instructor Training – Presentation and Briefing (NSIT-PB) and NATO SOF Instructor Training --Small Group Facilitation (NSIT-SGF). Members of the contract team shall attend faculty development courses, regardless of background and experience, to ensure familiarization with the standards and ESL/adult learning requirements for all NSOS courses. The Contractor shall assist, as required, with the integration of new personnel assigned as faculty. As part of new personnel integration, assistance with curriculum management and personal qualification skills may be required in addition to faculty development.

The Contractor shall develop, conduct, and support professional development events on a wide range of topics related to all aspects of education, quality improvement, curriculum development and management, and educational technology. The expectation that one quarterly workshop shall be scheduled by the school leadership dedicating a day to refresh adult-learning knowledge and skills.

The Contractor shall support the execution, maintenance, and management of instructional assessments. The purpose is to review the execution phase of lessons in a classroom environment and to provide faculty feedback to improve the curriculum, quality of instruction, and instruction techniques.

The Contractor shall observe and mentor NSHQ instructors as part of the NSOS Faculty Development Program.

5.4 Support To NSHQ Publications (Doctrine, Standards, Manuals, Guidelines And Handbooks):

The Contractor shall provide services to assist NSHQ with development, coordination, revision, peer review, editing and management of various publications required for NATO special operations. Historically, there have been at least one (1) update/revision for up to five (5) publications each year and up to two (2) new publications created each year. Therefore, the Government anticipates similar future requirements for the performance of the task(s) in this contract. The plan for developing or updating manuals is coordinated with the Doctrine Directorate and the Contractor shall submit a publication development plan (PDP) for each project. Support for this task also includes, but is not limited to, providing research and development to support the production of NATO SOF-related papers. Historically, there have been up to two (2) new publications requiring research and development support. Therefore,

the Government anticipates similar future requirements for the performance of the task in this contract. Results of findings from research and development should be provided in a briefing to the respective NSHQ Director (i.e. Doctrine, Air Development Program). The Contractor shall support the directorates through attendance at the NATO publications working groups and semi-annual meetings, as required. See part 6 and the project list for more information pertaining to support requirements and deliverables. The NSHQ Air Development Program may also require doctrine, standards, manuals, guidelines and handbook development and revisions to current publications.

5.5 Support To NSHQ Emerging Programs And Initiatives:

When directed and coordinated, the Contractor shall provide support to NATO SOF emerging programs and initiatives. Emerging programs and initiatives may cover any aspect related to education, training, doctrine, and readiness. Example areas for consideration include, but are not limited to: support to NATO (SOF) assurance and adaptation measures, NATO SOF capability and capacity building efforts for both NATO Allies and Partners linked to the NATO Long-Term Rotation Plan (LTRP), NATO Defense Planning Process (NDPP) and select NATO Partner development goals. Deliverables may include but are not limited to the development and execution of tailored training packages, delivered through resident course or mobile education team. Historically, NSHQ has executed between 8-12 mobile education events per year. Other deliverables historically associated with this task have included development and execution of additional seminars, symposiums and workshops associated with the efforts above.

5.5.1 SUPPORT TO NSHQ SOCC-CORE:

The Contractor shall support SOCC Core training events and the NATO exercise program with education, individual training, and collective training support; exercise planners, scenario writers; technical writers; simulation tools and related IT support; white and red cell (simulated friendly and adversary forces) support; and training objective development that complies with NATO Joint Warfare Centre standards. Additional support may include documentation development (e.g. SOPs, references, guides, etc.) specifically for the NSHQ SOCC Core and tailored Force Integration Training (FIT) for SOCC staff and augmenters should the NATO Response Force (NRF) SOCC be activated.

5.5.2 Support to NSHQ Capacity Building Efforts (NATO Long Term Rotation Plan (LTRP), NATO Defense Planning Process (NDPP) and NATO Partnership Goals):

The delivery of tailored training packages consisting of courses, workshops and seminars responding to national needs may be required at an off-site location in an Alliance or Partner Nation. The delivery of courses off-site (off-campus) may require the course author or other members of a course instructor team to support site surveys and planning to meet prior to

course execution. Additionally, the course author or members of a course instructor team may be required to travel earlier than normally planned for a resident course to ensure the overall success of the mobile education event.

Because of unique linkages to a course, select symposia, seminars, and workshops may be monitored and executed as an extension of the parent course. This aids with resource management, quality control, and optimizes efficiencies. Examples include: the Catalyst for Change (CfC) Alumni Symposium, Counter Hybrid Threat Seminars.

In support of NSHQ initiatives, the Contractor shall plan up to 8 mobile education teams (MET) per year. This includes resident courses going on the road as well as seminars and symposia associated with current NSHQ projects (i.e. NSHQ Zero to NRF SOCC Initiative and Counter Hybrid Threat Program). Timelines and locations shall be identified and prioritized by NSHQ DCOS Ops and approved by Commander NSHQ (or as delegated). The Contractor shall be ready to provide costing for delivery of approved METs annually and as requested.

5.5.3 Support to NSHQ Conferences, Workshops, and Symposia:

As required, the Contractor shall plan, conduct, and evaluate conferences, symposiums, and workshops not included in other tasks. The Contractor is responsible to provide qualified subject matter expertise to support syndicate facilitation, instruct, and/or provide graduate level lectures at the operational and strategic level. When required, Contractor personnel shall work with guest lecturers to ensure content is consistent with the desired course aims and objectives. Upon completion of an event, the Contractor is responsible for assisting with the evaluation, revision, management, and execution of subsequent symposium. Event examples include: the NATO SOF Symposium, the NATO SOF Air Conference, and the NATO SOF Cyber Workshops. Additional requirements for similar events may be added to this task and shall be included in the project list. Deliverables for this task shall be outlined in part 7.

5.6 Support To NSHQ Exercises, Assessments, And Evaluations

5.6.1 Support to other NATO SOF or national exercises

The Contractor shall provide subject matter experts to support exercises. Support includes, but is not limited to: educating, coaching, mentoring, and conducting assessments/evaluations. The Contractor shall ensure lessons learned are included in final reports and implemented in future training, exercise, and publications according to the appropriate guidance. Finally, the Contractor shall provide support to augment exercise planning teams, as required, in the development of NATO-approved and published exercises.

The Contractor shall provide subject matter experts to support annual NATO exercises Trident Juncture, Trident Jaguar, trident Jackal, and Jupiter 1. Support has traditionally included, 3

subject matter experts (2 operations and 1 intel) for the MEL/MIL scripting (10 days) and up to 5 subject matter experts (2 team leads, 2 operations and 1 intel) for the execution phase (14 days) for each exercise.

The Contractor shall ensure lessons learned are included in final reports and implemented in future training, exercise, and publications according to the appropriate guidance.

5.6.2 Support to NATO SOF Evaluations and Assessments

The Contractor shall provide support to SOF evaluations and assistance assessment visits as required. Historically, that has meant 1 subject matter expert (SOFEVAL certified) for 2 times 5 days in each year. This support is in the form of augmentation to an evaluation/NATO monitor/assistance team that helps with the readiness of special operations aspirations, targets, and targets across the alliance and partner nations. The Contractor shall also support the Annual SOFEVAL conference with a SOFEVAL-certified subject matter expert 1 time, 2 days per year.

5.7. Contractor Management Reporting (CMR):

The requirements in this PWS shall be addressed in the DOD Contractor Manpower Reporting System.

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report all contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://www.ecmra.mil/Default.aspx>

The required information includes:

- a. Contracting Number
- b. Fiscal Year (FY that the work was performed)
- c. Order Number (Delivery Order, Task Order, or Purchase Order Number)
- d. Requiring Activity Unit Identification Code
- e. Command (Command of the Requiring Activity that would be performing the mission if not for the contractor)
- f. Contractor Name
- g. Total Invoiced Amount (the total dollars amount invoiced during the fiscal year, at the deliver Order and/or Task Order Level. This is the responsibility of the Contractor)
- h. Questions about Contract Performance (Contractors: Indicate if the contract/order includes the above services)
- i. Government Supervision (Are the contractor personnel subject to relatively continuous supervision and control by a Government employee or officer)

- j. Government's Tools and Equipment (Does the Government furnish the principal tools and equipment needed for contract performance)
- k. Government Facility (Are some or all of the contractor employees provided with a workspace in a Government facility for use on a regular basis)
- l. Contracting Officer (First Name, Last Name, Phone Number, and Email)
- m. COR/COTR (First Name, Last Name, Phone Number, and Email)
- n. Contractor (First Name, Last Name, Phone Number, and Email)
- o. Location Information (Federal Supply Code (FSC), City of Installation or Services, State, Zip and Country)
- p. Direct Labor Hours
- q. Direct Labor Dollars
- r. Fund Cite

As part of its submission, the Contractor shall provide the estimated total cost (if any) incurred to comply with this reporting requirement. The Reporting period will be the period of performance not to exceed 12 Months ending 30 September of each Government fiscal year and must be reported by 31 October of each calendar year. Contractor may use a direct XML data transfer to the database server or fill in the fields on the website. The SML direct transfer is a format for the transferring files from a contract's system to the secure web without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer maybe downloaded from the web.

5.8 Transition Plan

TRANSITION-IN PLAN (Base Year only)

There will be a transition period of thirty (30) calendar days from date of contract award for the contractor to ramp up to meet all contractual requirements including a full complement of staff. Upon task order award, the contractor shall execute the transition plan submitted with their successful technical proposal, incorporating any revisions suggested by the Government to best ensure a seamless transition-in.

TRANSITION-OUT PLAN (Last Option Year only)

At the completion of this contract, the contractor shall support transition of all development products, artifacts, software and tools, which were funded under this contract, to the Government. A written plan shall be submitted by the contractor NLT ninety (90) days prior to the end of the task order, in accordance with delivery instructions provided by the Government. The transition-out plan shall be based on a maximum sixty (60) day period prior to the end of the task order. The Transition-Out Plan shall facilitate the accomplishment of a seamless transition from the incumbent to the incoming

contractor/Government personnel at the expiration of this Task Order. The Contractor shall identify transition activities, schedules and milestones for turnover of work centers/functions and identify how it will coordinate with the incoming and or Government personnel to transfer knowledge regarding the following, as applicable:

- a. Project management processes.
- b. Points of contact.
- c. Location of technical and project management documentation.
- d. Status of ongoing technical initiatives.
- e. Transition of personnel.
- f. Establish and maintain effective communication with the incoming contractor/Government personnel for the period of the transition.
- g. Inventory, inspection and transfer of IT software and hardware, licenses, and warranties.
- h. Inventory, inspection and transfer of all contractor maintained classified data, equipment and devices, ensuring positive control, accountability, and chain of custody is maintained for all COMSEC sensitive items.
- i. Technical artifacts and configuration baselines.
- j. Elevated system privileges, IAW technical direction issued by the NSHQ TPOC.

5.9 Optional T&M Ceiling (CLIN x0002):

To account for the possibility that the Government's requirements may increase at a faster rate than currently projected, the Government reserves the right to increase the estimated overall T&M labor ceiling of CLIN x001 by as much as 25% per year, if necessary. Such increases shall only apply to additional effort that clearly falls within the scope of the Performance Work Statement and within the performance period of the TO, including all available option periods.

Fluctuations in the Government's requirements over the life of the TO are difficult to project at this time given uncertainties with the NATO NSHQ organizational structure and how it may impact the NATO NSOS services required in support of this task order. If support is required, the Government will specify the scope, timeline, and extent of such requirements post-award.

It is expected that Contractor will scale support (expands or contract resources) to provide appropriate staffing levels to meet the Government's emerging needs. The ceiling value of the task order will be adjusted to accommodate the potential increases or decreases associated with such change.

6.0 DELIVERABLES/SCHEDULE/CONTRACT MANAGEMENT

6.1 DELIVERABLES/SCHEDULE

The table below summarizes the deliverables and reports required throughout the performance of work described in this PWS. Unless otherwise specified, electronic copies shall be delivered via email attachment. The format of specific deliverables shall be proposed by the contractor and agreed to by the Government.

REF	DELIVERABLE	FREQUENCY	# OF COPIES	MEDIUM / FORMAT	SUBMIT TO	ACCEPTANCE CRITERIA
5.2	Provide a Task Summary Report	Monthly, NLT than 15 th of the following month.	Digital monthly reports	Current Microsoft electronic format.	CO and CR	Delivered on time and in the proper format
5.2 and 6.8.3	Invoice/Monthly Status Report (MSR)/	Monthly, NLT than 15 th of the following month.	Digital monthly reports	Electronic copy in MS Office format IAW NSHQ CIS standards.	CO and CR	Delivered on time and in the proper format
5.2.1	The Contractor shall obtain a Technical Assistance Agreement, Export license or other agreement consistent with US export policies to allow use and presentation of NATO secret	Within 60 days of award	N/A	N/A	CR	Valid, State Department approved TAA

5.2.3	Provide a Program Management Plan (PGMP) that shows estimated timelines for completion of each project and intermediate milestones that capture quantifiable measures of performance/progress towards Task/sub-task completion in accordance with the Project List.	Once before the start of the academic year with updates/revisions every time the Project List is updated.	Digital monthly updates	Current Microsoft electronic format. Electronic format shall be editable. All supporting documents shall be in accordance with NATO standards, to include current NSHQ policies, and compatible with NSHQ web based platforms	CR	Delivered on time and in the proper format
5.3.1	Develop and modify e-Learning curricula and reference documents annually, or as directed by NSHQ, to ensure materials are current, relevant, and follows NATO doctrine.	Annually or as directed by NSHQ	1 digital copy as appropriate.	Current Microsoft electronic format. Electronic format shall be editable. All supporting documents shall be in accordance with NATO standards, to include current NSHQ policies, and compatible with NSHQ web based platforms	CR, Course Director (CD), Office of Primary Responsibility, and Project Officer	Delivered on time and in the proper format

5.3.1	Develop, and implement courses as directed by NSHQ	As required by NSHQ and identified in the Course Development Plan	1 digital copy as appropriate	Current Microsoft electronic format	CR, NSOS Dean, CD, OPR	Courseware delivered 3 weeks prior to pilot course execution.
5.3.1	Support new e-learning initiatives, as directed by the Education Director/CR	As required by NSHQ	N/A	As required	CR, OPR or Project Officer as appropriate	Delivered on agreed upon schedule and in proper format
5.3.1	Modify courses when required and directed due to change in doctrine, TTPs or other impacts	As required	1 digital copy as appropriate	Current Microsoft electronic format.	NSOS Dean, Course Director and OPR	Delivered on time and in the proper format.
5.3.1	Employ all phases of the ADDIE cycle to produce courses for NSHQ	As directed by NSHQ	1 digital copy as required	Current Microsoft electronic format	CR, NSOS Dean, CD, OPR	Milestones met and delivered on time and in proper format
5.3.2	Provide administrative, technical, and content support for the LMS as required	As required by NSHQ	N/A	As required	OPR or Project Officer as appropriate	Delivered on agreed upon schedule and in proper format

5.3.2	Implement CCDs, POIs, Instructor Manuals, Student Manuals, Syndicate Guides, pre-course surveys, pre-course ADLs/web site products, IT support, IPRs, references, and “wall art” as appropriate.	Once per course iteration NLT three weeks from course start date	1 digital copy as appropriate	Current Microsoft electronic format. Electronic format shall be editable. All supporting documents shall be in accordance with NATO standards, to include current NSHQ policies, and compatible with NSHQ web based platforms	CR, NSOS Dean, Course Director (CD)	Delivered on time and in the proper format
5.3.2	Provide instructor support as required by NSHQ for course execution	As required by NSHQ	N/A	N/A	CD	Appropriately qualified instructors are provided and perform to standard

5.3.2	Review the AAR, discuss/implement course revisions, and discuss milestones to ensure course is on track to become a stable course	Upon completion of each course iteration	1 digital copy as appropriate	Current Microsoft electronic format. Electronic format shall be editable. All supporting documents shall be in accordance with NATO standards, to include current NSHQ policies, and compatible with NSHQ web based platforms	CR, NSOS Dean, Course Director and Office of Primary Responsibility	Delivered in proper format within two weeks after course completion.
5.3.2	Ensure lessons learned are included in final reports and implemented in future training, exercise, and manuals/publications in accordance with NSHQ guidance.	As required	1	Digital	Project Officer CR	Milestones met and delivered on time and in proper format

5.3.2.1	Deploy personnel to operational theatres to liaise with military staff, gain atmospheric, ensure lessons identified from recent operations are included in curriculum course revisions, and provide in-theatre NSOS courses/seminars to ensure relevance and credibility.	TBD	TBD	TBD	TBD	TBD
5.3.3	Evaluate the course and student's learning through post course web surveys, quality management reviews, instructor reviews, and AARs	Once per course iteration NLT 7 days from course end date	1 digital copy as appropriate.	Current Microsoft electronic format. Electronic format shall be editable. All supporting documents shall be in accordance with NATO standards, to include current NSHQ policies, and compatible with NSHQ web based platforms.	CR, Education Director, NSOS Dean, Course Director, and Project Officer	Executed on time and in the proper format.

5.3.4	Develop NSHQ instructor development and evaluation program to implement standards/developmental milestones, track staff development, provide feedback for ongoing development, share best practices, and assist with reaching future milestones.	As required	As required	As required	NSOS Dean, Education Director	Milestones met and delivered on time and in proper format
5.3.4	Provide SME support curriculum advice, assess results and provide a report from the annual curriculum review	As required	1	Digital	Education Director, NSOS Dean, Project Officer CR	Milestones met and delivered on time and in proper format

5.3.1 & 5.5.1	Develop NATO Special Operations Documentation	As required	1 digital copy	Current Microsoft electronic format. Electronic format shall be editable. All supporting documents shall be in accordance with NATO standards, to include current NSHQ policies, and compatible with NSHQ web based platforms.	Project Officer, CR	Delivered on time and in proper format
5.4	Provide services to assist NSHQ with development, coordination, revision, peer review, editing and management of various publications required for NATO special operations.	As required	1 digital copy	Current Microsoft electronic format. Electronic format shall be editable.	Project Officer, CR	Milestones met and delivered on time and in proper format
5.4	Provide research and development to support the production of NATO SOF related papers.	As required	1 digital copy	Current Microsoft electronic format. Electronic format shall be editable.	Project Officer, CR	Milestones met and delivered on time and in proper format

5.5	Plan, conduct, and evaluate conferences, symposiums, and workshops.	As required	As required	As required	Project Officer, CR	Milestones met and delivered on time and in proper format
5.5.1	Support SOCC-Core Training events with scenario writers, technical writers, simulation tools and related IT support, “white cells,” “red cells,” training objectives, and in compliance with NATO Joint Warfare Center CIS standards.	As required	N/A	N/A	Project Officer, CR	Milestones met and delivered on time and in proper format
5.5.3	Provide qualified academic SME support to facilitate each syndicate along with instructors, to provide graduate level lectures at the operational and strategic level.	As required	As required	As required	Project Officer, CR	Positive feedback from students and NSHQ
5.5.3	Work with guest lecturers to ensure content is consistent with the desired course aims and objectives.	As required	N/A	N/A	Project Officer, CR	Positive feedback from students and NSHQ

5.5.3	Upon completion of the symposium, the Contractor is responsible for assisting with the evaluation, revision, management, and execution of subsequent symposium.	As required	As required	As required	Project Officer, CR	Milestones met and delivered on time and in proper format
5.6	Provide SME support, curriculum advice, assess results and provide a report from the NATO SOFEVAL Conference and/or Annual Discipline Conference	As required	1	Digital	Education Director, NSOS Dean, Project Officer CR	Milestones met and delivered on time and in proper format
5.6.1	Provide support to augment Exercise Planning Teams in the development of MPB approved / MTEP published exercises.	As required	N/A	N/A	Project Officer, CR	Milestones met and delivered on time and in proper format

5.6.2	Provide services to assist the Assessment / Evaluations Branch with Subject Matter Expertise to conduct operational and strategic assessments and evaluations of Host Nation SOF elements.	As required	As required	As required	Project Officer, CR	Milestones met and delivered on time and in proper format
5.9	Provide support to NATO SOF emerging programs	As required	As Required	As required	CR, Project Officer	Milestones met and delivered on time and in proper format

6.2 Deliverables Media

The contractor shall submit electronic deliverables in a format compatible with current versions of the specified software in use by the client, as follows:

- | | |
|--------------------------------------|--|
| 1) Text | Microsoft Word |
| 2) Spreadsheets | Microsoft Excel |
| 3) Briefings | Microsoft PowerPoint |
| 4) Drawings | Microsoft Visio |
| 5) Schedules | Microsoft Project/Or As Directed from NSHQ |
| 6) Interactive Performance Dashboard | SharePoint Site |

Other file formats (example: .pdf) may be acceptable as mutually agreed and coordinated with the Government.

6.3 Basis of Acceptance

The basis for acceptance shall be compliance with the requirements set forth in the task order, the contractor's proposal and other terms and conditions of the contract. Deliverable items rejected shall be corrected in accordance with the criteria outlined below.

Deliverables will be inspected for content, completeness, accuracy and conformance to task order requirements. Inspection may include validation of information or software through the use of automated tools, testing or inspections of the deliverables.

6.4 General Acceptance Criteria

Deliverables will be accepted when all discrepancies, errors or other deficiencies identified in writing by the Government have been corrected. The general quality measures, set forth below, will be applied to each deliverable received from the contractor:

- 1) Accuracy – Deliverables shall be accurate in presentation, technical content, and adherence to accepted elements of style.
- 2) Clarity – Deliverables shall be clear and concise; engineering terms shall be used, as appropriate. All diagrams shall be easy to understand, legible, and relevant to the supporting narrative. All acronyms shall be clearly and fully specified upon first use.
- 3) Specifications Validity – All Deliverables must satisfy the requirements of the Government as specified herein.
- 4) File Editing – All text and diagrammatic files shall be editable by the Government.
- 5) Format – Deliverables shall follow Army guidance. Where none exists, the Contractor shall coordinate approval of format with the TPOC/COR.
- 6) Timeliness – Deliverables shall be submitted on or before the due date specified.

For software development, the final acceptance of the software program will occur when all discrepancies, errors or other deficiencies identified in writing by the Government have been resolved, either through documentation updates, program correction or other mutually agreeable methods

6.5 Draft Deliverables

If the draft deliverable is adequate, the Government may accept the draft and provide comments for incorporation into the final version. All of the Government's comments to deliverables must either be incorporated in the succeeding version of the deliverable or the contractor must demonstrate to the Government's satisfaction why such comments should not be incorporated.

If the Government finds that a draft or final deliverable contains spelling/grammatical errors, improper format, or otherwise does not conform to the requirements, the document may be immediately rejected without further review and returned to the Contractor for correction and resubmission. If the contractor requires additional Government guidance to produce an acceptable draft, the contractor shall arrange a meeting with the TPOC/COR.

6.6 Written Acceptance/Rejection by the Government

The Government will provide written acceptance, comments and/or change requests, if any, within fifteen (15) work days from Government receipt of the draft deliverable.

Upon receipt of the Government's comments the contractor shall have ten (10) work days to incorporate the Government's comments and/or change requests and to resubmit the deliverable in its final form.

The Government shall provide written notification of acceptance or rejection of all final deliverables within fifteen (15) work days of final submission. Notifications of rejection will be accompanied by an explanation of the specific deficiencies causing the rejection.

6.7 Non-Conforming Products or Services

Non-conforming products or services will be rejected. Deficiencies shall be corrected by the Contractor within ten (10) work days of the rejection notice. If the deficiencies cannot be corrected within ten (10) work days, the contractor shall immediately notify the COR of the reason for the delay and provide a proposed corrective action plan within ten (10) work days.

6.8 CONTRACT MANAGEMENT

6.8.1 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

The Government will utilize a Quality Assurance Surveillance Plan (QASP) to monitor the quality of the Contractor's performance. This oversight will help to ensure that service levels reach and maintain the required levels throughout the task order period of performance. The QASP also provides the COR with a proactive way to avoid unacceptable or deficient performance, and provides verifiable input for the required Contractor Performance Assessment Reporting System assessments. . The QASP will be finalized immediately following award and a copy provided to the Contractor. The QASP may be updated by the Government as necessary. The Government will also review the Monthly Progress and Quality Reports and will attend regular work performance review meetings with the Contractor to survey quality of products and services.

The NSHQ COR is responsible for the following:

- Reviewing and certifying Contractor invoices for accuracy and validity.
- Monitoring performance, reviewing and approving task performance.
- Inspection and acceptance of deliverables.

The GSA COR, in collaboration with GSA Invoice Support Staff, will review the labor, travel, and ODC expenditures reflected in the Contractor invoices.

The GSA COR, in collaboration with GSA Invoice Support Staff, will ensure that the ceiling and funded value of the task order and line items are not exceeded in the areas of labor, travel, and ODCs.

The NSHQ COR will provide surveillance for each PWS task, reviewing deliverables for conformance to requirements. Services, deliverables, and reports that conform to Task Order requirements will be accepted. The GSA COR will periodically consult with the NSHQ COR concerning the acceptability of services. The NSHQ COR will notify the Contractor in writing, or verbally when warranted, of the need for corrective action when work does not comply with the Task Order requirements. If corrective action does not result in conformance to requirements, the GSA COR or GSA CO will be apprised of items that remain at variance with requirements. The Government will document overall satisfaction with Contractor performance through completion of a Contractor Performance Assessment Report (CPAR) routinely on an annual basis prior to exercising an option which will be uploaded into the Contractor Performance Assessment Reporting System at www.cpars.gov.

In accordance with the Quality Assurance Surveillance Plan, the Government will document overall satisfaction with Contractor performance through review and evaluation of the Contractor's success in meeting the standards and measures outlined in the performance metrics table below.

6.8.2 PERFORMANCE REQUIREMENTS SUMMARY

The Government will monitor Contractor's performance in accordance with the Quality Assurance Surveillance Plan (QASP) described above and use Performance Metrics below to evaluate whether the Contractor's performance is satisfactorily meeting the standards specified in the Performance Requirements Summary (PRS) outlined below. While the table states that incentives may consist of positive past performance evaluations, it should be understood that failure to meet the performance metrics below will result in negative past performance evaluations.

Past performance evaluations will be submitted to the Contractor Performance Assessment Reporting System (CPARS) for all Government agencies to review. Past performance evaluations will contain narratives explaining reasons for positive and negative evaluations.

PERFORMANCE REQUIREMENTS SUMMARY			
PERFORMANCE ELEMENT	PERFORMANCE OUTCOME	ACCEPTABLE QUALITY LEVEL	SURVEILLANCE METHOD

COMMUNICATIONS (Oral and Written)	<ul style="list-style-type: none"> - <u>Quality</u>: Provided information that was accurate in technical content, transparent, clear, and relevant. - <u>Timely</u>: Presented information in a timely manner which kept the Government informed of the status on assigned taskings, action items, projects, and service delivery issues. - <u>Pro-active</u>: Engaged in proactive communications regarding project status, scheduling, cost control, pending staffing changes, and actions taken to resolve problems. 	Communications enable Task Order requirements to be met on time.	<p>Observation</p> <p>Random Inspection</p>
DELIVERABLES MANAGEMENT	<ul style="list-style-type: none"> - <u>Quality</u>: Deliverables, reports, and other written documentation is accurate in technical content, compliant with applicable regulations / policies, and submissions conform to Government approved formats. - <u>Timeliness</u>: Submitted in accordance with due dates established in the PWS or as shown on the Program Management Plan. 	<p>Deliverables are submitted without the need for significant rework.</p> <p>Deliverables are submitted on time and effective management of deliverables enables requirements to be met on time.</p>	<p>Inspection</p> <p>Monitoring will increase if significant problems are encountered which:</p> <ul style="list-style-type: none"> - delay schedule or - result in significant rework to correct

PERSONNEL MANAGEMENT	<u>Staffing/Resource Utilization:</u> - Quality: Effectively applied personnel with relevant qualifications to assigned tasks as required by the task order. Timeliness: - Effectively scheduled and managed resources to meet needs and respond to changing priorities. - Pro-actively notified the government at least 14 days in advance of staffing changes (incoming and outgoing)	Personnel Management enables Task Order requirements to be met on time. Contractor maintained a cleared, technically competent workforce. Pro-actively avoids performance degradation.	Observation Review of Program Communications (e.g., Monthly Status Reports)
EFFECTIVE CONTRACTOR TO GOVERNMENT PARTNERSHIP	- Demonstrated initiative and foresight to identify novel solutions, or offer innovative insights. Melds best-of-breed approaches and industry best practices to address agency challenges. - Champions process improvements or enhancements that result in the compression of timelines, efficiencies in operations, or savings	Positive work relationship with Government POC's.	Observation Stakeholder Feedback

6.8.3 Monthly Status Report (MSR):

The Contractor shall develop and provide a MSR using common office productivity suite applications, by the 15th of each month. This report will be provided to the NSHQ COR and the GSA COR via email, and will be attached to the monthly invoice when submitted in GSA's ASSIST IT-Solutions Shop (ITSS) for payment. Information included in the MSR shall be segregated in accordance with a Government approved format. The MSR shall include the following information. The content may change over the course of the task order based on the needs of the Government:

- a. Activities during reporting period, by task (Include: On-going activities, new activities, activities completed; progress to date on all above mentioned activities). Start each section with a brief description of the task.
- b. Problems and corrective actions taken. Also include issues or concerns and proposed

resolutions to address them.

- c. Summary of trips taken, conferences attended, etc. Attach trip reports to the MSR for reporting period.
- d. Accumulated invoiced cost for each CLIN up to the previous month.
- e. Projected cost of each ODC and Travel CLIN for the current month and forecasts through the end of the current performance period.
- f. Comparison data / monthly performance reports.
- g. Track and report on the basis of the type of funds being used
- h. Tracking all hours billed for Exercise Support, SOCC Core Support and Evaluations by each person's name, and the event they supported

6.8.4 Organizational Conflict of Interest (OCI)

The Contractor, in performing services under this task order, shall have access to sensitive program and procurement information that is normally not made public. This may include acquisition process and procurement information such as budgetary information; business confidential or proprietary information; performance data; pre-decisional business, contract or procurement-related data and information of the Federal Government that consequently, may provide the Contractor with access to advanced information on the nature and intent of future Government requirements not available to other Contractors.

An actual or potential significant conflict of interest may arise when the nature of work under the task order and factors such as those identified above create situations in which the Contractor's ability to objectively perform work is impaired -or- in which the Contractor's access to privileged information results in an unfair competitive advantage.

To prevent conflicting roles that may bias the Contractor's judgment or objectivity, or to preclude the Contractor from obtaining an unfair competitive advantage in current or future acquisitions, the Contractor shall comply with Conflict of Interest general rules described in FAR 9.505. Further, the Contractor shall disclose and negotiate in good faith with the Government to resolve any such conflict or potential conflict of interest situation pursuant to FAR 9.5 - Organizational and Consultant Conflicts of Interest, whether an actual or potential OCI arises prior to award or during performance of this task order. If it is determined by the Government that performance on this task order has afforded the Contractor an unfair competitive advantage, the Contractor may be excluded from consideration for award of future contract(s)/order(s).

The Contractor shall certify through submission of its quote, that there exists no unmitigated organizational conflict of interest as described herein, which would prevent unbiased performance under this task order. The Contractor agrees that, should the situation change during Contractor performance such that an actual or potential organizational conflict of interest arises, the Contractor shall immediately notify the GSA Contracting Officer of the

conflict of interest and shall provide a detailed plan for resolving the organizational conflict of interest. The Government shall evaluate such situation on the basis of its particular facts to determine appropriate actions that shall provide a means to avoid, neutralize, or mitigate such conflict of interest. At no point shall the Contractor allow any real or potential conflict of interest to diminish or interrupt staffing and work associated with the ongoing operations of the contract.

6.8.5 Contractor Confidentiality, Non-Disclosure, Contract Propriety Information

Contractor employees under this PWS shall sign a non-disclosure statement which prohibits the Contractor employees from disclosing any matter communicated, or discussed verbally, or in writing by any party, during the course of the performance of the contract, and which indicates that this restriction shall persist after contract termination or after the employee leaves the contract.

The Contractor shall not release, offer, or discuss any data derived from U.S. Special Operations Command or its components, including Joint Special Operations University. Any U.S. Government tactics, doctrine, rules of engagement, employment methods, intelligence gathering/target analysis, or training scenarios shall not be discussed, offered, or released. Any doctrine materials used to develop NATO special operations doctrine shall be open source data that is approved by U.S. DoD to legally be in the public domain.

Materials used and/or developed by the USSOCOM or its components are not authorized for release to foreign nationals without the approval of USSOCOM as such material is considered to be Controlled Unclassified Information and is therefore exempt from disclosure until reviewed by the USSOCOM Foreign Disclosure Office. NSHQ shall coordinate USSOCOM doctrine being offered or released with the USSOCOM International Programs Branch prior to release to NATO elements.

6.8.6 Contractor Furnished Items

Except for those items or services stated as Government furnished, the Contractor shall furnish everything needed to perform this contract according to all its terms.

6.8.7 Other Personnel Considerations:

Personnel assigned by the Contractor to the performance of work on this order shall be acceptable in terms of personal and professional conduct and technical knowledge. The Contractor shall provide personnel possessing the necessary administrative expertise for the successful completion of this task order. The Government requires the replacement of unsatisfactory personnel that do not meet the requirements as stated below.

Should the assignment of any person by the Contractor to this order conflict of interest, or in the event performance is deemed to be unsatisfactory at any time during the life of the task order the Contractor shall request the person be immediately removed from the assignment. The reason for removal shall be documented and a request to receive personnel replacement within five (5) business days of the notification shall be made.

6.8.8 Government and Contractor Responsibilities

- 6.8.8.1 Non-Personal Services Statement: Contractor employees performing services under this order shall be controlled, directed, and supervised at all times by management personnel of the Contractor. Contractor management shall ensure that employees properly comply with the performance work standards outlined in the PWS. The tasks, duties and responsibilities set forth in the task order may not be interpreted or implemented in any manner that results in any Contractor employee creating or modifying Federal Policy, obligating the appropriated funds of the United States Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee, or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR). The Government shall control access to the facility and shall perform the inspection and acceptance of the completed work.
- 6.8.8.2 Program Support: The Contractor shall support NSHQ program efforts with management of the team, staffing, project control, subcontracting, and general administrative support. These efforts shall include assisting in the development and coordination of specific objectives for current and future NSHQ support, coordination of staffing, necessary management reports, administrative, logistics, and travel support for the team, and management of any subcontracts.
- 6.8.8.3 Program Control: The Contractor shall ensure efficient program control to include cost tracking, progress monitoring, task and resource planning, resource allocating, monthly progress and cost reporting, and maintaining and updating documentation.
- 6.8.8.4 Problem Resolution: Contractor shall bring problems, or potential issues, affecting performance to the attention of the CR, COR and GSA CO as soon as possible. Verbal reports shall be followed up with written reports when directed. This notification shall not relieve the Contractor of its responsibility to correct problems for which they are responsible. The Contractor shall work cooperatively with the Government to resolve issues as they arise.

7.0 APPLICABLE PUBLICATIONS

7.1. The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures.

MC458

Bi-SC Directive 75 Series

Allied Joint Publication (AJP) 5.0

Allied Joint Publication (AJP) 3.5

Allied Joint Publication (AJP) 3.0

Allied Joint Publication (AJP) 2.0

NSHQ Exercises OPLAN

NSHQ Plans & Policies Procedures

NSHQ NSOS School Quality Procedures

NSHQ NSOS Standard Operating Procedures

8.0 SECURITY

8.1 Safeguarding Classified Information

The Contractor shall transmit and deliver classified material/reports IAW the National Industrial Security Program Operations Manual (NISPOM) and the National Industrial Security Program Operating Manual (DoD 5220.22-M).

8.1 Personnel Security

All personnel with must have a valid NATO Secret or US SECRET security clearance within 60 days of award in order to have access to NATO computer information systems, access to NATO facilities, and for freedom of movement within NATO staff agencies. Replacement Personnel shall be required have at least a NATO Secret clearance. NSHQ shall sponsor the identified Contractor personnel for the appropriate badges/passes required to perform all expected tasks. Clearance level of the individual will coincide with the highest level of required clearance to perform privileged functions. Access to work sites is controlled. Workers shall not be permitted access to the work sites without appropriate information on file at the appropriate work site. The host country military or civilian Government officials and the DOD/NATO reserve the right to deny site access to any individual for security reasons or other sufficient cause.

Contractors shall be able to obtain adequate security clearances prior to performing services under the task order. The Contract Security Classification Specification (DD Form 254) will be at the basic contract and task order level and will encompass all security requirements. All Contractors located on military installations shall also comply with Operations Security (OPSEC) requirements as set forth in DoD Directive 5205.02, Operations Security Program and AFI 10-701, Operations Security. In accordance with DoD 5200.2-R, Personnel Security Program (Jan 87), DoD military, civilian, consultants, and Contractor personnel using unclassified automated

information systems, including e-mail, shall have, at a minimum, a completed favorable National Agency Check plus Written Inquiries (NACI).

The types of Personnel Security Investigations (PSI) required for the Contractor vary in scope of investigative effort depending upon requirements of the Government and/or conditions of the contract/task order. In cases where access to systems such as e-mail is a requirement of the Government, application/cost for the PSI shall be the responsibility of the Government. In cases where access to systems is as a condition of the contract/task order, application/cost for the appropriate PSI shall be the responsibility of the Contractor. In such instances the Contractor shall diligently pursue obtaining the appropriate PSI for its employees prior to assigning them to work any active task order. Acquisition planning must consider antiterrorism (AT) measures when the effort to be contracted could affect the security of operating forces (particularly in-transit forces), information systems and communications systems IAW DoD Instructions 2000.16 Anti-Terrorism Standards.

8.3 Export Control Processes: All activities conducted under this PWS are authorised by Directorate of Defense Trade Controls Technical Assistance Agreement 1709-09 (Revised), dated 23 Jul 09. This authorisation expires 28 Feb 19. As such, all educationally-related support to NSHQ shall be in strict compliance with U.S. export regulations. Contractor's activities in support of NSHQ are authorized by 10 USC §2249c and §2011 as cooperative Government projects, and conducted IAW the International Traffic in Arms Regulations (ITAR), specifically 22 CFR §126.4(a). All information and materials provided in the form of lessons, lesson plans, publications and other educational materials are the property and under the control of the NSHQ and are authorised for release by NSHQ. The Contractor shall comply with all aspects of ITAR 22 CFR §126.4(a) in performance of this contract.

8.3.1 Deployments and Visits: Contractor personnel may deploy to various locations to support NSHQ and NSHQ approved courses, tutorials, joint/combined exercises, and educational programs with NATO and international SOF. This may include remote locations to support higher headquarters or command post exercises as observers, educators, or controllers. Field conditions at deployed locations may apply. NSHQ may task Contractor personnel to support special operations education at other institutions such as NATO School, NATO Defence College, Joint Warfare Centre, NATO Regional Commands, and national professional military education (PME) institutions within the scope and intent of this PWS.

8.3.2 Protection of Contractor Personnel Overseas During Times of Contingencies: NSHQ shall provide U.S. Contractor personnel with documentation indicating Contractor's travel on behalf of the Government and shall request overseas commanders to allow Contractor personnel access to overseas base/post/navy exchanges, commissaries, and medical facilities; and to allow Contractor personnel to purchase gasoline coupons when

required while on contract-related overseas travel. This documentation is particularly required when Contractor personnel travel in Saudi Arabia, Kuwait, Bahrain, Qatar, the United Arab Emirates, Oman, Egypt, Jordan, other nations within the US Central Command area of responsibility, United Kingdom, Germany, South Korea, and Thailand.

If Contractor personnel are required to deploy to combat zones or other high threat areas, the DFARS 252.228-7003, "Capture and Detention" clause pertains.

- 8.3.3 Provision of Required Equipment: If Contractor personnel are required to deploy or travel to potentially hazardous forward deployed areas of operation, NSHQ shall provide Contractor personnel with appropriate equipment. When required, NSHQ shall pay for visas required to support overseas educational events.
- 8.3.4 Carrying of Weapons by Contractors: Geographic combatant command (GCC) commanders can, under certain conditions, authorize the arming of critical Contractor personnel for self-defense purposes. Any arming shall be with the concurrence of the component commander, task force commander, or chief of mission, as appropriate. The following conditions are applicable:
 - 8.3.4.1 The weapon provided shall be a military specification, personal weapon (M9 pistol), with military issue ammunition.
 - 8.3.4.2 Acceptance of the weapon is at the discretion of the Contractor and its employees.
 - 8.3.4.3 Prior to issuance, the Government shall provide weapons familiarization training commensurate with service requirements for DoD personnel.
 - 8.3.4.4 Training shall be provided in accordance with the GCC Commander's operations orders, rules of engagement, rules for use of force, and law of war.
 - 8.3.4.5 The Contractor and its employees shall be aware of the potential for civil and criminal liability under both U.S. and host-nation laws.
 - 8.3.4.6 The Contractor shall ensure its employees adhere to all guidance and orders issued regarding possession, safety, use, and accountability of weapons and ammunition.
 - 8.3.4.7 Upon redeployment or notification by the Government, the Contractor shall ensure that all Government-issued weapons and ammunition are returned to Government control.
 - 8.3.4.8 The Contractor shall screen and certify to the Contracting Officer that employees may be issued a weapon in accordance with U.S. law (e.g., no conviction in any court of a misdemeanor crime of domestic violence) and shall acknowledge and accept the impact of host nation law.

8.4 Section 508 – Electronic and Information Technology Standards

The Contractor shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. § 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998.

In December 2000, the Architectural and Transportation Barriers Compliance Board (Access Board), pursuant to Section 508(2) (A) of the Rehabilitation Act Amendments of 1998, established Information Technology accessibility standards for the Federal Government. Section 508(a)(1) requires that when Federal departments or agencies develop, procure, maintain, or use Electronic and Information Technology (EIT), they shall ensure that the EIT allows Federal employees with disabilities to have access to and use of information and data that is comparable to the access to and use of information and data by other Federal employees. The Section 508 requirement also applies to members of the public seeking information or services from a Federal department or agency.

Section 508 text is available at:

<http://www.opm.gov/HTML/508-textOfLaw.htm>

<http://www.section508.gov/index.cfm?FuseAction=Content&ID=14>

9.0 INVOICING AND BILLING

The Contractor shall submit requests for payments in accordance with requirements below and shall provide invoice backup data as itemized below.

The Period of Performance (POP) for each invoice *shall* be for one calendar month. The Contractor *shall* submit only one invoice per month. The Contractor shall submit the invoice to GSA by the fifteenth (15th) calendar day of the month after the end of the invoiced month for services rendered and end of the month in which ODCs were delivered and accepted by the Government.

Each invoice shall show, the skill level category, the hours worked per skill level, the rate per skill level and the extended amount for that invoice period. It *shall* also show the total cumulative hours worked (inclusive of the current invoice period) per skill level, the hourly rate per skill level, the total cost per skill level, the total travel costs incurred and invoiced, and the total of any other costs incurred and invoiced, *as well as* the grand total of all costs incurred and invoiced.

Each invoice *shall clearly indicate* both the current invoice's monthly "burn rate" and the total average monthly "burn rate."

The Contractor *shall submit* all required documentation (unless exempted by the contract or order) as follows:

Note: The Government reserves the right to audit; thus, the Contractor shall keep on file all backup support documentation for travel and ODCs.

Charges:

- All invoice charges must be task item specific (only one task item) unless concurrent task item periods of performance exist.
- For invoices with concurrent task item periods of performance all invoice charges must be service month specific (that is one service month only).

Credits:

- If the credit invoice is for the same year of a particular ACT#, the contractor shall include that credit on a subsequent invoice submission against that same ACT#. If the contractor is unwilling to offset a subsequent invoice then they must submit a refund check.
- When the credit invoice is for a different year, the contractor shall submit a refund check for that credit invoice.

Invoices that net to a credit balance **SHALL NOT** be accepted. Instead a refund check must be submitted by the contractor to GSA accordingly. The refund check shall cite the ACT Number and the period to which the credit pertains. The contractor shall provide the credit invoice as backup documentation. Do not attach credit invoice in ITSS or on the Finance website. It must be attached to the refund check. The refund check shall be mailed to:

General Services Administration
Finance Division
P.O. Box 71365
Philadelphia, PA 19176-1365

Posting Acceptance Documents: Invoices shall be submitted monthly through GSA's electronic Web-Based Order Processing System, currently ITSS to allow the client and GSA COTR to electronically accept and certify services received by the customer representative (CR). Included with the invoice will be all back-up documentation required such as, but not limited to, travel authorizations and training authorizations (including invoices for such).

Receiving Agency's Acceptance: The client agency may accept and certify services electronically via GSA's electronic Web-Based Order Processing System, currently ITSS, by accepting the Acceptance Document generated by the Contractor. Electronic acceptance of the invoice by the designated client representative is considered concurrence and acceptance of services.

Content of Invoice: The Contractor's invoice shall be submitted monthly for work performed the prior month. The Contractor may invoice only for the hours, travel, ODC and services ordered by GSA and actually used in direct support of this task order. The invoice shall be submitted on official letterhead and shall include the following information, at a minimum:

1. GSA Task Order Number (from GSA Form 300, Block 2)
2. Paying Number: (ACT/DAC NO.) (From GSA Form 300, Block 4)
3. ITSS Order ID No.
4. Remittance Address
5. Period of Performance for Billing Period
6. Point of Contact and Phone Number
7. Invoice Amount
8. Itemized labor including: contractor name, labor category, skill level number and actual hours worked during the billing period and cumulative hours and totals for each employee
9. Travel Itemized by Individual and Trip (Submit the traveler's name, dates of travel, location of travel, and itemized dollar amounts of travel).
10. Other Direct Costs Itemized by Purchase (Submit itemized description of the ODC, quantity, unit price and total price of each ODC).
11. Training Itemized by Individual and Purpose (if applicable)
12. Total Invoice Amount, Current Billed, Cumulative Billed to Date

All cost presentations provided by the Contractor shall include general and administrative charges, material handling, fees, and overhead applied consistent with the Contractor's approved price proposal and consistent with DCAA/DCMA recommendations.

The Contractor shall provide the invoice data in an editable Microsoft Excel spreadsheet using a format reviewed and approved by the Government. The Government reserves the right to modify invoicing requirements at its discretion. The Contractor shall comply with any revised invoicing requirements at no additional cost to the Government.

Final Invoice/Close-out Procedures:

Interim close outs: The Government will close out each year of performance within 6 months of its expiration using the rates billed during that period. The contractor will be required to execute a waiver of claims to be included in a bi-lateral modification at the conclusion of the performance period.

Final Invoice: Invoices for the final performance period must be so identified and submitted within 6 months from completion. After this submission, no further charges are to be billed. A copy of the written client agency acceptance of task completion must be attached to the final

invoice. If necessary, the contractor may request from GSA an extension for a final invoice that may exceed the 6-month time frame.

After the final invoice has been paid the contractor shall furnish a completed and signed Release of Claims (GSA Form 1142) to the Contracting Officer. This release of claims is due within fifteen (15) calendar days of final payment.

10.0 OTHER CLAUSES AND PROVISIONS INCORPORATED INTO THIS TASK ORDER

- **FAR 52.216-31 Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition**
- **FAR 52.232-20 Limitation of Cost (APR 1984)**
- **FAR 52.232-22 Limitation of Funds (APR 1984)**
- **DFARS 252.227-7015 Technical Data – Commercial Items (FEB 2014)**
- **DFARS Clause 252.225-7043 - ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015)**
- **DFARS Clause 252.232-7007 - Limitation of Government's Obligation**
- **Acceptable Skill Level Variation in Severable Labor Hour and Time and Material Orders/Contracts (July 2005)**

The Contractor may exceed the total number of labor hours per awarded skill level per base or option period, to a limit of 15% as long as the total task order obligated dollar amount per that base or option period is not exceeded, and as long as the contractor maintains an acceptable level of effort throughout the required period of performance. The contractor is not authorized to add new skill level categories or vary between levels within the same labor category without approval of the Government, formalized in a signed modification by the contracting officer.

- **FAR 52.217-8 Option to Extend Services (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the end of the task order period of performance.

- **FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.
 - **FAR 52.237-3 Continuity of Services (JAN 1991)**
- (a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to—
 - (1) Furnish phase-in training; and
 - (2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
- (c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

11.0 PWS Appendices:

Appendix A – NATO SOS September 2017 Course Catalogue

Appendix B – QASP

Appendix C – Trip Travel Approval Log